

**REMARKS/ARGUMENTS**

Claims 1, 4 – 17 are now in the case.

Claims 1 and 4 – 8 have been rejected under 35 U.S.C. § 102(b) as being anticipated by Cianci (U.S. Patent No. 4,465,484). An invention is anticipated if all elements of the claims are described or disclosed in the single prior art reference. Cianci does not anticipate the claimed invention.

Cianci teaches a collection device for body fluids that includes a container 12 that has a hollow connector 30 attached to the downstream end of a drainage tube 32. In use, a catheter is passed through the urethra of a patient until the catheter communicates with the patient's bladder, and a proximal end of the catheter extending outside the patient is attached to the upstream end of the drainage tube 32. During catheterization, urine drains through the catheter, drainage tube 32, and the connector 30 into the container chamber 20 for collection therein.

Independent Claim 1 has now been amended to include a conduit having a first conduit end connected to the second end of the elongated tube, and a second conduit end having a second conduit opening sized to facilitate a male's penis. Cianci does not disclose the conduit as set forth in independent Claim 1.

Claims 4 – 8 depend from independent Claim 1 and as such are allowable for at least the reasons Claim 1 is allowable.

Claims 9 – 16 have been rejected under 35 U.S.C. § 102(b) as being anticipated by Propp (U.S. Patent No. 5,919,146). Again, Propp does not anticipate the claimed invention.

Propp teaches a urine sampling and drainage device that includes an external male condom catheter 82 connectable to the inlet end 42 of the source tube 40. Examiner references the catheter 82 as the conduit of the present invention. However, independent Claim 9 has now been amended to specifically recite "a conduit having a first conduit end attached to the elongated tube, and a second end, wherein the circumference of the first conduit end is smaller than the circumference of the second conduit end, and wherein said first conduit end extends from a first opening and terminates at a shoulder, and said second conduit end extends from the shoulder and

terminates at a second opening, and wherein said second conduit end having a length that is substantially greater than the length of said first conduit end." The purpose of the second end having a length substantially greater than the length of the first end is to overcome deficiencies of the prior art such as disclosed in Propp. In particular, the difficulty of inserting or maintaining the penis in the catheter during urination. Propp does not disclose a conduit having a first conduit end and a second conduit end wherein said second conduit end having a length that is substantially greater than the length of said first conduit end as set forth in independent Claim 9. Instead, Propp discloses a typical condom design that can be rolled and unrolled.

Claims 10 – 16 depend from independent Claim 9 and as such are allowable for at least the reasons Claim 9 is allowable.

Claim 17 has been rejected under 35 U.S.C. § 102(b) as being anticipated by Propp. Again, Propp does not anticipate the claimed invention.

Independent Claim 17 has now been amended to specifically recite said conduit having first and second conduit ends, wherein the circumference of the first conduit end is smaller than the circumference of the second conduit end and, wherein said first conduit end extends from said first conduit opening and terminates at a shoulder, and said second conduit end extends from the shoulder and terminates at a second conduit opening, and wherein said second conduit end having a length that is substantially greater than the length of said first conduit end. As discussed with reference to Examiner's objections to independent Claim 9, Propp fails to disclose a conduit having a first conduit end and a second conduit end wherein said second conduit end having a length that is substantially greater than the length of said first conduit end. As discussed, this feature is critical to the present invention and overcomes the difficulties associated with the prior art devices such as Propp.

Claims 2 – 8 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Cianci in view of Ogden et al. (U.S. Patent No. 6,805,690). The Ogden reference is directed to a male external catheter containing a cylindrical member fluidly connected to a drainage stem. The cylindrical member (like the external male condom catheter of Propp) is described as constructed from an elastic material in order to be capable of being rolled onto the penis. In effect, the cylindrical member of Ogden is a condom that

can be rolled and unrolled. Examiner argues that the cylindrical member of Ogden can be interpreted as a conduit of the present invention, but the independent claims call for the conduit to be constructed of a thermoplastic material in order to resist breakage. The conduit of the present invention is not merely a condom, having the characteristics of a condom, as disclosed in the prior art references. This aspect is important because the construction of the conduit of the present invention overcomes the shortcomings of the prior art namely, the difficulty associated with inserting or maintaining the penis in the cylindrical member. The independent claims have been amended to further distinguish over Ogden with the additional inclusion of: said conduit includes a first conduit end and a second conduit end, wherein the circumference of the first conduit end is smaller than the circumference of the second conduit end and, wherein said first conduit end extends from a first conduit opening and terminates at a shoulder, and said second conduit end extends from the shoulder and terminates at a second conduit opening, and wherein said second conduit end having a length that is substantially greater than the length of said first conduit end, or similar wording.

The Ogden reference does not disclose the conduit of the present invention. The member 12 of Ogden (like the condom 82 of Propp) is a condom, an elastic member that can be rolled and unrolled, it is not a "conduit" as claimed and disclosed.

Examiner has combined Ogden with Cianci. Cianci does not disclose the use of a conduit. Ogden fails to disclose a conduit as claimed and disclosed in the present invention. Further, it would not be clear to modify Cianci in view of Ogden. The device of Cianci involves catheterization and discloses a system closed to the atmosphere in order to avoid concerns relating to bacteria and contamination to the patient's bladder. Adding the external condom, or catheter of Ogden disregards the complex precautionary embodiments included in Cianci that relate to avoiding bacteria and contamination to the patient. Adding the condom of Ogden to Cianci works against the teachings of a rather complex catheterization device using a catheter.

If combined, the combination would equate to the typical male external catheter that is placed over the penis in a manner similar to that of applying a condom. Such combination would further maintain those difficulties of the prior art devices previously discussed and overcome by the present invention. In this regard, the conduit of the

present invention as claimed, is constructed of a thermoplastic material and includes a first conduit end and a second conduit end, wherein the circumference of the first end is smaller than the circumference of the second end and, wherein the second end having a length that is substantially greater than the length of the first end. So again, the modification of Cianci in view of Ogden appears to work against the specific teaching and concern of Cianci to provide a collection device for a catheter that avoids bacteria and contamination to the patient's bladder, and the resulting combination further fails to overcome the difficulties of application of the prior art urine collection devices.

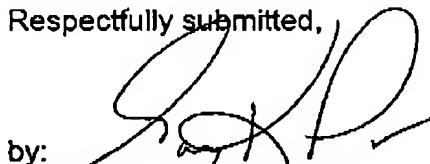
For these reasons, it is felt that all pending claims are now distinguishable over the prior art and that all claims are now in condition for allowance.

### CONCLUSION

Based on the remarks above it is felt that the remaining claims are now in condition for allowance.

In the event the Examiner wishes to discuss any aspect of this response, please contact the undersigned at the telephone number identified below.

Respectfully submitted,



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